

EXHIBIT B

Redline

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
JOANN INC., <i>et al.</i> , ¹)	Case No. 25-10068 (CTG)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 429 and [●]

TWENTY-FIRST ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES

Pursuant to and in accordance with the *Order (I) Authorizing and Approving Procedures to Reject or Assume Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 429] (the “Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and it appearing that the *Twenty-First Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases* [Docket No. [●]] (the “Rejection Notice”) satisfies the requirements set forth in the Procedures Order; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors' mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Rejection Notice in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Rejection Notice is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Rejection Notice and opportunity for a hearing on the Rejection Notice were appropriate and no other notice need be provided; and this Court having reviewed the Rejection Notice; and this Court having determined that the legal and factual bases set forth in the Rejection Notice establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts set forth in **Exhibit 1** attached hereto are hereby rejected as of the Rejection Date established in the Rejection Notice; *provided, however*, if any such Contract is an unexpired lease of non-residential real property (a "Lease"), the rejection effective date shall be the later of (a) the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty may agree and (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and (i) turning over keys, key codes, and security codes, if any, to the affected landlord or (ii) notifying the affected landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises (the "Rejection Effective Date").

2. Any and all property located on the Debtors' leased premises on the Rejection Effective Date of the applicable Lease shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. The applicable Contract counterparty

or counterparties may, in their sole discretion and without further notice or further order of this Court, utilize and/or dispose of such property without further notice or liability to the Debtors or consenting third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

3. If any affected Rejection Counterparty to a Contract asserts a claim against the Debtors arising from the rejection of the Contract, the Counterparty must file a proof of claim on or before the later of (a) the applicable deadline for filing proofs of claim established in these chapter 11 cases and (b) thirty (30) days after the later of (i) the Rejection Date or, in the case of a Lease, the Rejection Effective Date and (ii) the date of entry of this Order. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

4. Nothing contained in the Rejection Notice or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Rejection Notice or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on

property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Rejection Notice shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract or unexpired lease, respectively.

6. Notice of the Rejection Notice as provided therein shall be deemed good and sufficient notice of such Rejection Notice and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

7. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. Notwithstanding anything to the contrary herein, the Debtors are authorized to remove any Contract from the schedule to the Rejection Notice at any time prior to the Rejection Date.

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. This Court retains ~~exclusive~~ jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Rejected Contracts

No.	Rejection Counterparty	Debtor Party	Description of Contract¹	Rejection Date
1	1-800-GOT-JUNK LLC	Jo-Ann Stores, LLC	TRASH REMOVAL SERVICE AGREEMENT DATED 10/20/2023	5/31/2025
2	1-800-GOT-JUNK LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C312776 - DATED 03/17/2016	5/31/2025
3	A+ QUALITY SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C122520 - DATED 06/01/2014	5/31/2025
4	A+ QUALITY SERVICES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 04/01/2024	5/31/2025
5	AAA COOPER TRANSPORTATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 02/05/2020	5/31/2025
6	ABH DIVISION OF CH ROBINSON	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C210354 - DATED 01/23/2019	5/31/2025
7	AIR FORCE ONE LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/08/2024	5/31/2025
8	AIR FORCE ONE LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/01/2024	5/31/2025
9	AIRGAS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/29/2024	5/31/2025
10	ALLSUP HEALTHCARE INSUR SERV LLC	Jo-Ann Stores, LLC	BENEFITS & COMPENSATION SERVICE AGREEMENT DATED 09/01/2024	5/31/2025
11	ALLSUP HEALTHCARE INSUR SERV LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322261 - DATED 09/01/2020	5/31/2025
12	ALLSUP HEALTHCARE INSUR SERV LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 09/01/2023	5/31/2025
13	ALTO SYSTEMS INCORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 04/04/2024	5/31/2025
14	ASSA ABLOY ENTRANCE SYSTEMS US INC	Jo-Ann Stores, LLC	ELECTRONIC SECURITY SERVICE AGREEMENT DATED 01/01/2024	5/31/2025
15	ASSA ABLOY ENTRANCE SYSTEMS US INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C152210 - DATED 09/09/2013	5/31/2025
16	AUTOMATED LOGIC CORPORATION	Jo-Ann Stores, LLC	BUILDING MANAGEMENT SYSTEM SERVICE AGREEMENT DATED 07/01/2023	5/31/2025
17	AUTOMATED LOGIC CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C316926 - DATED 02/01/2018	5/31/2025
18	AUTOMATIC FIRE PROTECTION	Jo-Ann Stores, LLC	FIRE & LIFE SAFETY SERVICE AGREEMENT DATED 01/04/2023	5/31/2025
19	AUTOMATIC FIRE PROTECTION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C121795 - DATED 12/22/2017	5/31/2025
20	BACE, INC.	Jo-Ann Stores, LLC	COMPACTORS & BALERS SERVICE AGREEMENT DATED 01/01/2024	5/31/2025
21	BACE, INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C311201MAIN - DATED 01/01/2021	5/31/2025

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

No.	Rejection Counterparty	Debtor Party	Description of Contract¹	Rejection Date
22	Bazaar Voice	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/21/2022	5/31/2025
23	BEARING DISTRIBUTORS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 05/10/2022	5/31/2025
24	BEYONDTRUCKS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 08/26/2020	5/31/2025
25	BMS CAT INC	Jo-Ann Stores, LLC	STORE SERVICES AGREEMENT DATED 12/18/2023	5/31/2025
26	BMS CAT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C282307 - DATED 02/01/2015	5/31/2025
27	BRINK'S INCORPORATED	Jo-Ann Stores, LLC	ARMORED TRUCK SERVICES AGREEMENT DATED 02/01/2024	5/31/2025
28	BRINK'S INCORPORATED	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/30/2021	5/31/2025
29	BRINK'S INCORPORATED	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C142442 - DATED 10/01/2013	5/31/2025
30	BUDDY MOORE TRUCKING INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 07/22/2019	5/31/2025
31	CAMPBELL TRANSPORT LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 06/07/2022	5/31/2025
32	CAMPBELLS EXPRESS	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/15/2024	5/31/2025
33	CAMPBELLS EXPRESS	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C210332 - DATED 02/09/2018	5/31/2025
34	CBTS TECHNOLOGY SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318516 - DATED 10/08/2018	5/31/2025
35	CBTS TECHNOLOGY SOLUTIONS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C318516 STARWIND - DATED 11/01/2024	5/31/2025
36	Century Distribution- Logistics Agreement - MSA	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 01/15/2021	5/31/2025
37	CENTURY DISTRIBUTION SYS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/01/2024	5/31/2025
38	CERTIFIED PEST CONTROL INC	Jo-Ann Stores, LLC	PEST CONTROL SERVICE AGREEMENT DATED 05/19/2023	5/31/2025
39	CERTIFIED PEST CONTROL INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C319083 - DATED 03/04/2019	5/31/2025
40	CFP FIRE PROTECTION INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 10/03/2023	5/31/2025
41	CHARGEPOINT, INC.	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 05/31/2024	5/31/2025
42	CHECKPOINT SECURITY SYSTEMS	Jo-Ann Stores, LLC	SERVICE AGREEMENT AMENDMENT DATED 12/12/2024	5/31/2025
43	CINTAS CORPORATION	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/26/2021	5/31/2025
44	CINTAS CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C288373 - DATED 04/14/2015	5/31/2025
45	CIRCLE LOGISTICS INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/21/2021	5/31/2025
46	CL SERVICES INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/10/2020	5/31/2025
47	COLUMBUS PEST CONTROL INC	Jo-Ann Stores, LLC	PEST CONTROL SERVICE AGREEMENT DATED 04/01/2024	5/31/2025
48	COLUMBUS PEST CONTROL INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C323544 - DATED 09/28/2021	5/31/2025
49	COMBINED INSURANCE CO OF	Jo-Ann Stores, LLC	SERVICE AGREEMENT RENEWAL DATED 02/01/2021	5/31/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
	AMERICA			
50	CONSTRUCTOR.IO CORPORATION	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 02/28/2024	5/31/2025
51	CONSTRUCTOR.IO CORPORATION	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324173 - DATED 02/28/2022	5/31/2025
52	CONTAINER MANAGEMENT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C305870 - DATED 04/01/2016	5/31/2025
53	CONTAINER MANAGEMENT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 04/05/2023	5/31/2025
54	CONVOY INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 07/01/2021	5/31/2025
55	CONVOY INC	Jo-Ann Stores, LLC	TRAILER LEASING AGREEMENT DATED 07/16/2021	5/31/2025
56	CORDIAL EXPERIENCE INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/01/2023	5/31/2025
57	CORDIAL EXPERIENCE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 05/01/2024	5/31/2025
58	CORDIAL EXPERIENCE INC	Jo-Ann Stores, LLC	SERVICE ORDER FORM DATED 01/01/2025	5/31/2025
59	CORDIAL EXPERIENCE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C324171 - DATED 02/01/2022	5/31/2025
60	COUNTY OF SUMMIT	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C326000 - DATED 09/17/2022	5/31/2025
61	COYOTE LOGISTICS LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/21/2024	5/31/2025
62	COYOTE LOGISTICS LLC	Jo-Ann Stores, LLC	TRAILER AND EQUIPMENT LEASE DATED 05/21/2024	5/31/2025
63	COYOTE LOGISTICS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C315884 - DATED 08/03/2017	5/31/2025
64	CRST THE TRANSPORTATION SOLUTION IN	Jo-Ann Stores, LLC	FREIGHT SERVICES AGREEMENT DATED 06/10/2024	5/31/2025
65	CRST THE TRANSPORTATION SOLUTION IN	Jo-Ann Stores, LLC	SERVICE AGREEMENT EXTENSION DATED 07/30/2024	5/31/2025
66	CRST THE TRANSPORTATION SOLUTION IN	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C322842 - DATED 09/04/2015	5/31/2025
67	CURALATE INC	Jo-Ann Stores, LLC	SOCIAL MEDIA SERVICE AGREEMENT DATED 02/15/2023	5/31/2025
68	DEMATIC CORP	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 08/01/2024	5/31/2025
69	DEMATIC CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C284220 - DATED 12/17/2014	5/31/2025
70	DEMATIC CORP	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 01/01/2025	5/31/2025
71	DIGITAL MOBILE INNOVATIONS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/31/2024	5/31/2025
72	DIGITAL WAVE TECHNOLOGY INC	Jo-Ann Stores, LLC	MASTER SUBSCRIPTION AGREEMENT DATED 05/01/2024	5/31/2025
73	DIGITAL WAVE TECHNOLOGY INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C313198 - DATED 05/03/2016	5/31/2025
74	DM TRANS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/09/2021	5/31/2025
75	DORTRONIC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C107342 - DATED 01/01/2015	5/31/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract ¹	Rejection Date
	SERVICE-TALLMADGE INC			
76	DORTRONIC SERVICE-TALLMADGE INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT DATED 01/01/2023	5/31/2025
77	DSI SECURITY SERVICES	Jo-Ann Stores, LLC	SECURITY SERVICE AGREEMENT DATED 10/17/2023	5/31/2025
78	DUNBAR GROUP Jo-Ann Stores, LLC MASTER SERVICE AGREEMENT DATED 03/01/2023 5-31-2025 [Left Intentionally Blank]			
79	DUNBAR SECURITY PRODUCTS INC	Jo-Ann Stores, LLC	ARMORED TRUCK SERVICES AGREEMENT- DATED <u>Fourth Amendment to the Product Purchase Agreement, dated 01/19/2024</u>	5/31/2025
80	DUNBAR SECURITY PRODUCTS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 02/01/2024	5/31/2025
81	DUNBAR SECURITY PRODUCTS INC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED <u>Fifth Amendment to the Product Purchase Agreement, dated 05/03/21/2024</u>	5/31/2025
82	DUNBAR SECURITY PRODUCTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321010 - DATED 12/01/2019	5/31/2025
83	DUNBAR SECURITY PRODUCTS INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C321010 DEPOSITBAGS - DATED 02/01/2024 <u>Custom Register Tape SOW dated January 5, 2023</u>	5/31/2025
84	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 03/31/2021	5/31/2025
85	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 11/11/2024	5/31/2025
86	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	ORDER FORM DATED 11/05/2024	5/31/2025
87	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 01/06/2025	5/31/2025
88	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 04/01/2024	5/31/2025
89	E2OPEN SUBSIDIARY HOLDINGS LLC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C309544 SHIPPEO - DATED 02/29/2024	5/31/2025
90	EAGLE MARK 4 EQUIP CO	Jo-Ann Stores, LLC	EQUIPMENT MAINTENANCE & REPAIR SERVICE AGREEMENT DATED 08/02/2022	5/31/2025
91	EAGLE MARK 4 EQUIP CO	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C313308 - DATED 08/01/2016	5/31/2025
92	EDRAY 20/20 LLC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 04/14/2023	5/31/2025
93	EDRAY 20/20 LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 01/10/2024	5/31/2025

No.	Rejection Counterparty	Debtor Party	Description of Contract¹	Rejection Date
94	EDRAY 20/20 LLC	Jo-Ann Stores, LLC	STATEMENT OF WORK DATED 05/01/2024	5/31/2025
95	FIGMA INC	Jo-Ann Stores, LLC	ORDER FORM DATED 10/28/2024	5/31/2025
96	GARDA CL GREAT LAKES INC	Jo-Ann Stores, LLC	SECURITY PERSONNEL SERVICE AGREEMENT DATED 02/01/2024	5/31/2025
97	GARDA CL GREAT LAKES INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C291212 - DATED 07/01/2018	5/31/2025
98	GARDNER TRUCKING INC	Jo-Ann Stores, LLC	MASTER SERVICE AGREEMENT DATED 09/01/2020	5/31/2025
99	GENERAL TRANSPORT INC	Jo-Ann Stores, LLC	TRUCKLOAD SERVICE AGREEMENT DATED 04/07/2024	5/31/2025
100	GENERAL TRANSPORT INC	Jo-Ann Stores, LLC	SERVICE AGREEMENT - C281056 - DATED 02/02/2018	5/31/2025